



Quanta U.S. Holdings
10 Rockefeller Plaza
New York, NY 10020

August 4, 2005

Ms. Connie Riddell
IRG Environmental, LLC
7991 Shaffer Parkway, Suite 100
Littleton, CO 80127

**RE: Sunflower Redevelopment, LLC
Binder Confirmation – Environmental Site Protection Policy
Policy Number 2000-421**

Dear Connie:

Thank you for placing the above policy with Quanta. We are pleased to bind Environmental Site Protection coverage (contingent upon satisfaction of any Subjectivities set forth herein) as indicated below.

Client Information

Named Insured: Sunflower Redevelopment, LLC

Policy Information

Policy Number:	2000-421
Writing Company:	Quanta Specialty Lines Insurance Company
Policy Form:	Environmental Site Protection (ESP sm) Form ESP 10001 (Ed. 1/04)
Delineation Date:	August 4, 2005
Policy Period	August 4, 2005 – August 4, 2015
Policy Limits	\$50,000,000 Aggregate Policy Limit \$50,000,000 Each Pollution Incident Limit
Self Insured Retention	\$250,000 Each Pollution Incident (see endorsement no. 10)
Scheduled Location:	Sunflower Army Ammunition Plant DeSoto, KS (as defined in Exhibit 1a of the Consent Order)

Policy Modifications

- 1 Additional Insured(s) Endorsement
- 2 Cancellation Condition Endorsement (90 days, 100% earned premium)
- 3 Choice of Law Manuscript Endorsement

- 4** Disclosed Documents Endorsement
- 5** Insured Definition Manuscript Endorsement
- 6** Material Change in Use Manuscript Exclusion
- 7** Supplemental Coverage – Non-Owned Disposal Site Endorsement (\$5 million sub-limit)
- 8** Notice of Loss Manuscript Endorsement
- 9** Scheduled Contract Endorsement
- 10** Self Insured Retention Manuscript Endorsement
- 11** First Named Insured Manuscript Endorsement
- 12** Supplemental Coverage – Transported Cargo Endorsement (\$5 million sub-limit)
- 13** Remediation Costs Manuscript Endorsement
- 14** Waiver of Subrogation Manuscript Endorsement
- 15** Asbestos and Lead Exclusion Manuscript Endorsement
- 16** Scheduled Location(s) Endorsement
- 17** Deletion of Coverage B Endorsement
- 18** Deletion of Discovery – Coverage A Endorsement
- 19** Groundwater Limitation Manuscript Endorsement
- 20** Exclusion for Identified and Unidentified Pollutants Manuscript Endorsement
- 21** Exclusion for Remediation Costs for MEC, Dioxins and Pesticides/Herbicides Manuscript Endorsement
- 22** Extended Reporting Period Manuscript Endorsement
- 23** Non-Compliance Manuscript Endorsement
- 24** Renewal Manuscript Endorsement
- 25** SWMU 66 Surface Water Manuscript Endorsement
- 26** Separation of Insureds Manuscript Endorsement
- 27** Concealment or Intentional Misrepresentation Manuscript Endorsement
- 28** Specified SWMU's and AOC's Manuscript Endorsement

The language of manuscript endorsements and other policy language is subject to change and mutual agreement of the parties based on legal review of the scheduled contracts or changes to the Remediation Cost Cap policy.

Premium Information

Gross Premium: \$3,011,687

Commission: Net

Payment Terms: Payment of the net premium is due within 20 days of the captioned Effective Date). Failure to remit full payment within this time period will subject the insured to cancellation for non-payment of premium under the terms and conditions of the policy.

Please note the company shall not be liable for any tax or fee imposed on the premium under this policy and it is your responsibility to ensure all applicable premium taxes and fees are collected and paid. The premium amount stated above does not include any such taxes or fees.

Terrorism Risk Insurance Act of 2002

TRIA Coverage: ☐ Accepted ☒ Rejected TRIA Premium: N/A

The Terrorism Risk Insurance Program which was established by the Terrorism Risk Insurance Act of 2002 is scheduled to terminate on December 31, 2005. The terrorism coverage you have purchased, if any, will be provided for the period from the effective date of your policy to December 31, 2005. We will not provide you with any terrorism coverage after December 31, 2005, except as may be required by law. In such case we will contact you. Additional premium may be required.

Subjectivities

Coverage is bound subject to purchase of Remediation Cost Cap Insurance from Quanta at the time of binding.

General Conditions

All of the terms and conditions of the policy to be issued are hereby incorporated into this binder letter. This binder terminates upon the earlier of: (i) cancellation; (ii) issuance of the policy, or (iii) failure to meet one or more of the conditions outlined above.

We appreciate this opportunity to provide coverage for you client and look forward to conducting more business with your firm.

Sincerely,



Paul J. Mickel
Product Line Manager
Environmental Site Protection Policy